

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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SEKIKO SAKAI GARRISON : *Doc # 12*

Plaintiff, : Case No. 97 Civ. 4474 (Patterson)

- against - : AMENDED COMPLAINT

MICHAEL BLOOMBERG and BLOOMBERG, L.P., : **(Jury Trial Demanded)**

Defendants. :
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COMES NOW plaintiff, Sekiko Sakai Garrison ("Garrison"), by and through her undersigned attorneys, The Law Offices of Neal Brickman, and as and for her amended complaint against the defendants, Michael Bloomberg ("Bloomberg") and Bloomberg, L.P. ("Bloomberg LP" or the "Company"), states and alleges as follows:

PRELIMINARY STATEMENT

1. This action seeks compensatory and punitive damages, and costs and attorneys' fees for the Company's and Bloomberg's wrongful and unlawful discrimination against Garrison under Title VII of the Civil Rights Act of 1964, 42 USC §2000e, *et seq.*, as amended, as well as under the applicable local and state statutes. The action against Bloomberg, individually, is premised only upon his violation of applicable local and state statutes.

THE PARTIES

2. Garrison is an individual residing at 13810 S.E. 62nd Street, Bellevue, Washington 98006. Plaintiff is a Japanese citizen. At all times herein relevant, until she was terminated on May 31, 1995, Garrison was employed by Bloomberg LP as a sales representative responsible for selling its information "terminals". The sale of Bloomberg "terminals" was, at all times relevant hereto, its core business.

3. Upon information and belief, at all times relevant hereto, defendant Bloomberg was and is a resident of the City, County and State of New York. Upon information and belief,

Bloomberg is, and was at all times relevant hereto, the President of Bloomberg LP, the principal shareholder of the Company's general partner, and the person who controlled and directed the activities of the Company.

4. Upon information and belief, at all times relevant hereto, defendant Bloomberg LP was, and is, a limited partnership duly established under the laws of the state of Delaware, with its primary office located at 499 Park Avenue, 15th Floor, New York, New York 10022. Bloomberg LP is an international media company which provides news and information, primarily through a service which involves the electronic dissemination of news and financial information through a computer terminal.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §1332 in that the parties are citizens of different states and also pursuant to 28 U.S.C. §1331, in that a claim herein arises under 42 U.S.C. §2000(3) as amended, including but not limited to, the Civil Rights Act of 1991, and 42 U.S.C. §1988. Venue is properly laid in this judicial district because defendants reside in this district and substantially all of the acts that form the basis of this action occurred in this district.

6. On or about August 14, 1995, plaintiff filed a verified charge of discrimination against the defendants with the New York State Division of Human Rights ("SDHR"). Neither the Equal Employment Opportunity Commission ("EEOC") nor the SDHR made any determination with respect to plaintiff's charge within the 180 days following its filing. On or about May 22, 1997, the EEOC issued a Notice of Right to Sue letter to the plaintiff. On or about June 6, 1997, the SDHR dismissed plaintiff's charge for "administrative convenience" in order to permit her to commence the within action. This action was filed within ninety (90) days of plaintiff's receipt of a Notice of Right to Sue from the EEOC.

7. Venue is properly laid in this District in that the defendants have an office in New York and all claims asserted by the plaintiff arose in this District.

FACTUAL BACKGROUND

8. Plaintiff was employed as a sales executive by the defendant, commencing January 5, 1989. Plaintiff was improperly and illegally terminated by the defendants effective May 31, 1995. As of that date her salary and medical insurance coverage were unilaterally curtailed by the defendants. Throughout her employment with the Company, plaintiff's job performance was exemplary and she quickly became one of the Company's top sales representatives, responsible for selling the Bloomberg LP computer "terminals", the Company's core business. Throughout the period plaintiff was employed at Bloomberg LP, she worked at its New York City office.

9. Throughout her employment at Bloomberg LP, Garrison reported, ultimately, to Bloomberg. At all times relevant hereto, Bloomberg controlled the terms and conditions of plaintiff's employment, including, but not limited to, the level of her compensation and whether or not she would continue in the Company's employ.

10. Throughout her employment at the Company, plaintiff was continually subjected to a hostile work environment of persistent sexual harassment, and discrimination on the basis of her national origin. The Company openly encouraged the general degradation of women and it was, at all times relevant hereto, pervasive throughout the Company. The Company, through its male managers and employees from Chief Executive Officer Bloomberg on down, engaged in a pattern and practice of sexual harassment, sexual degradation of women, and discrimination against plaintiff because of her national origin.

11. While plaintiff was, as far as she knew, the only employee ridiculed and discriminated against because of her national origin (i.e. Japanese), upon information and belief,

plaintiff is but one of many women employed by the Company who was victimized by the Company and its agents as the result of their gender.

12. From the time she commenced her employment with the Company until April 13, 1995, the last day she physically worked at the Company's offices, plaintiff and other female employees were subjected, on virtually a daily basis, by Bloomberg and his male executives, to repeated and unwelcome sexual comments, repeated and unwelcome sexual overtures, and repeated and unwelcome overt sexual gestures, including, upon information and belief, unauthorized touching and inappropriate acts. In addition, from her first day on the job until April 13, 1995, plaintiff was subjected, frequently, to derogatory comments about her Japanese origin.

**PERVERSIVE SEXUAL HARASSMENT, DISCRIMINATION
ON THE BASIS OF NATIONAL ORIGIN, AND
DISCRIMINATORY RETALIATION AT BLOOMBERG, L.P.**

13. The aforementioned sexual harassment and sexual degradation of women at Bloomberg LP was pervasive. At all times relevant hereto, women sales personnel were encouraged, by Bloomberg, Frank Reid ("Reid"), Curtis McCool ("McCool"), and Director of Sales Louis Eccelston ("Eccelston"), to wear sexually provocative clothing. Wearing short skirts was said by these male executives, and others, to be an advantage for promotion. Women who applied for sales positions were required to meet criteria of sex appeal. Women sales persons who were less attractive or who were married were ridiculed and new mothers and recently married women lost lucrative portions of their sales territory, were denied business opportunities, had their pay cut and received inferior bonuses as compared to their male counterparts.

14. Upon information and belief, women and men feared coming forward with complaints about the hostile environment and sexual predation at Bloomberg LP because of

concerns that Bloomberg LP would retaliate against them in their present and future employment or would actually terminate their employment.

15. Defendants did not correct this hostile work environment despite many complaints about it by plaintiff and others. Instead, defendants retaliated against plaintiff for her complaints of discrimination. Upon information and belief, during plaintiff's employment with the defendants there was no written or oral sexual harassment policy nor any written policies regarding maternity leave or short-term disability. In addition, upon information and belief, there was no formal complaint procedure pursuant to which victims of, or witnesses to, sexual harassment could register complaints.

16. This pervasive atmosphere of sexual harassment was evidenced by frequent -- nearly daily -- inappropriate and sexually offensive behavior. The examples listed below were repeated, unabated, in words or substance, in 1989, 1990, 1991, 1992, 1993, 1994 and 1995. For example, during the period January 5, 1989 through and including April 13, 1995, Bloomberg regularly made sexual comments about women to Company employees and clients, including comments directed at Bloomberg LP employees. Such comments included: "I'd fuck that in a second," which was sometimes shortened to "In a second"; "I'd like to *do* that"; and "That's a great piece of ass".

17. In 1989, Eccelston was discussing a new female hire with the male sales person for whom the new woman was going to work. Eccelston said, "Now people can't say we don't hire ugly women!" The male sales person replied, "Yep. She is fucking ugly!" and they both laughed. He and other male executives repeated these words -- or their substance -- in 1990, 1991, 1992, 1993, 1994 and 1995 regarding other new female employees.

18. Upon information and belief, in 1989, when a male Company salesperson was getting married, Bloomberg said to the female salespeople, "All of you girls line up to give him

a blow job as a wedding present." He repeated like words on several occasions in each of the years plaintiff was employed at the Company.

19. In February 1989, Garrison commented to her immediate boss, Reid, that he walked unusually fast when they went together to business meetings. Reid blamed the fact that Garrison wore high-heeled business shoes, referring to them as "fuck-me shoes". In an effort constructively to solve the problem, Garrison changed into sneakers for the walk to a client's office. Reid snapped at her, "No, no, no! You are the face of the company. You ARE Michael Bloomberg. You can't be seen wearing sneakers, looking like a bridge-and-tunnel bimbo." Garrison was, at the time, commuting to her job from Long Island, a fact of which Reid was well aware.

20. On these walks to business meetings, Reid would grab Garrison's elbow at every crosswalk. Garrison disliked this practice, and would press her elbow into her body to prohibit Reid from taking her arm. Reid's response to this was, "Stop grabbing your boobs in the middle of Park Avenue." When Garrison continued to protest his handling of her, Reid said, "It's too fucking bad. I'm a gentleman and I can't help it." As if to rebuke her for her protests, sometimes Reid would hold both Garrison's forearm and upper arm with both of his hands as they crossed the street. This conduct, or similar conduct, by Reid was commonplace at the Company during the entire period of plaintiff's employment. Plaintiff and other women who experienced this unauthorized touching complained about it. Despite these complaints, this behavior continued unabated.

21. During the winter of 1989 and in the months and years thereafter, Reid began keeping wind-up toys in the shapes of a penis and a vagina on his desk, in small boxes with provocative words and pictures on them. One day, Reid wound the toys up and placed them on Garrison's desk. Garrison expressed her displeasure with this by sweeping them off of her desk

and onto the floor. Undaunted, Reid would frequently place the penis-shaped toy on Garrison's desk while she was engaged in telephone conversations with clients. The more Garrison complained about his displaying these wind-up toys, the more Reid would display them. Despite Garrison's complaints about this behavior, Reid continued to annoy her with the penis toy, in a stated effort to "cheer her up" or "make her smile". Garrison's having made it plain that his behavior accomplished neither of these purported goals did not dissuade Reid.

22. In or about the summer of 1989, Reid told Garrison that she had the best seat in the room. Asked to explain, Reid embarked on a tale about how a man whose office was across the atrium had once performed oral sex on his secretary while she sat on his shoulders facing him against the window. From then on, throughout Garrison's employment at the Company, whenever a man and a woman were in that office, Reid or others would hit Garrison on the arm and say, "Look! They're at it again!"

23. Upon information and belief, in October 1989, Bloomberg was unhappy with the outcome of a business meeting. He said to a newly-hired female Company sales person, "If [the clients] told you to lay down and strip naked so they could fuck you, would you do that too?" He repeated similar words or substance at frequent intervals throughout the period of plaintiff's employment.

24. Upon information and belief, in 1990, at a Company sales conference in Chicago, Eccelston flirted with and propositioned a female Company sales person, asking her to go up to his hotel room. Another manager pulled the sales person aside and warned her to go back to her own room immediately, "to avoid trouble". This conduct, too -- male executives flirting with and propositioning female employees at the Company -- continued, unabated, throughout Garrison's employment.

25. In 1990, when Reid learned that Garrison was dating a man ten years her senior, he yelled, in the office and in the presence of Garrison and several male Company employees, "Sekiko fucks fossils!" Thereafter, Bloomberg said to Garrison, in Reid's presence and in the office, "If only you had legs and an ass like Cybil Shepard," an actress he found attractive. Reid blurted out, "Mike, Sekiko wouldn't do you anyway because she only fucks fossils. You're not old enough for her." They both laughed as Garrison walked away. This conduct was consistent with the accepted behavior by male executives at the Company.

26. In the autumn of 1990, in the office, Garrison heard Eccelston telling a male sales person of another Company employee, a female sales person, who had just had a baby. Eccelston ridiculed her for having "leaky boobs" and for having to conduct a meeting with wet breast milk spots on her blouse.

27. At the December 1990 Company Christmas party, in the presence of all Company employees, Eccelston played a drinking game called "Body Shots" with several female Company employees. The game consisted of licking salt off of one person's neck, drinking a shot of liquor, and then taking lemon out of another person's mouth. Upon information and belief, this "game" was repeated at several different Company functions in 1991, 1992 and 1993.

28. At the same party, several female Company sales people openly flirted with Eccelston: sitting on his lap, playing with his hair, giggling, touching him and allowing him to touch them. It was common knowledge that this behavior would be rewarded at the Company.

29. Upon information and belief, at the same party, Eccelston gave a female Company sales person -- who was a recent mother -- a pair of rubber women's breasts that squirted liquid from the nipples. During the party, employees of the Company squirted each other with the rubber breasts.

30. Upon information and belief, in March 1991, a sales person who complained to Bloomberg about Eccelston's lascivious and outrageous behavior was fired immediately.

31. In or about June 1991, at an annual Corporate Challenge road race in Central Park, Bloomberg saw Garrison speaking with Bill Beutel, a television news anchor person. As Mr. Beutel walked away, in the presence of a number of Garrison's fellow employees, Bloomberg said to her, "You just want to fuck him."

32. That same day, a female Company employee heard Bloomberg say, "Sekiko . . . [I'd do her] in a minute!" as he stared at Garrison in her running shorts. Garrison's fellow employee reported this conversation to her later.

33. In 1991 -- among other times -- Garrison worked ceaselessly to bring in and maintain new Japanese accounts for the Company. She worked overtime, preparing Japanese brochures and mailing lists, putting together manuals and managing hundreds of Japanese clients by herself. Given that Japanese bilingual speakers who knew the financial markets were a valuable commodity, and were paid extra by other companies in the industry, Garrison felt entitled to compensation for all of this work and these skills. At her review time in or about January 1992, Garrison requested an additional cash bonus of \$5,000.00. This bonus was initially denied her, but was given when she protested. However, she then learned that her "equity share certificates" had been reduced by approximately \$20,000.00. When she protested to Eccelston, he angrily yelled at her, "You wanted the cash bonus! What are you bitching about now?" He refused to discuss the disappearance of the equity share certificates, and told Garrison to "get lost". Garrison was very upset, and suspected that her job was in jeopardy. She left the office and called Bloomberg from an outside pay telephone. Bloomberg assured her that she was not going to be fired, but advised her to "straighten it out with Eccelston". The following Monday, Eccelston called an impromptu meeting with Garrison in a glass-walled

conference room adjoining the coffee and snack area in the Company office. Eccelston raged out of control at Garrison, saying, "Why the fuck did you go to Bloomberg for? Are you fucking calling me a fucking liar? Are you? Are you calling me a fucking liar?" He screamed these things at Garrison repeatedly, until she was in tears. At one point, Bloomberg entered the adjoining area to get some coffee, where he could -- and did -- clearly watch Eccelston screaming at Garrison through the glass wall. Several minutes later, Garrison had regained control of herself, and was able to say quietly that if the terms -- the loss of equity certificates in exchange for a \$5,000.00 cash bonus -- had been discussed with her, there would have been no need for this discussion. She restated that she deserved a bonus for her unique and useful bilingual skills. Eccelston suddenly exploded again, shouting, "I don't care if you are a Jap! You don't get paid extra because you are a Jap!" Garrison protested, claiming that she was distressed at having compensation taken away without notification. In the end, the canceled equity shares were never restored to Garrison, and Eccelston was reported to be spreading untrue rumors that she had interviewed with a competing firm in order to damage her standing at the Company.

34. Throughout the spring and summer of 1992, Eccelston spent an inordinate amount of time openly flirting and being physical with a particular female Company sales person during business hours. At one point, Eccelston put his hand on the small of her back and his arm around her waist as she stood next to his desk. Eccelston engaged in this behavior in full view of the entire sales force.

35. Upon information and belief, in the autumn of 1992, hearing that a female Company sales person had become pregnant, Bloomberg became very angry and said to her, "For Christ's sake! What the hell did you do a thing like that for?"

36. In or about November 1992, at a mandatory Company sales meeting held at the U.N. Plaza Hotel, Eccelston, Bryan Lewis ("Lewis") and Janice Ritchie presented a female blow-up sex doll to a male Company sales person as a sales award. The purported justification for the nature of this specific prize was that what the sales person needed most was to "get laid".

37. Upon information and belief, in or about 1993, a female Company sales person went on maternity leave. Prior to her leave, she had managed the Company's then-largest account. Despite this fact, when she returned to work she found that, not only had she lost that account, but she also had been taken out of sales completely and put in a trainee-level position in a different area.

38. Upon information and belief, in or about 1993, when a Company sales person was out on maternity leave at the time of her annual review, she was given no raise, despite good performance that year.

39. In 1993, Bloomberg saw a newly-hired older female Company employee with an overweight male Company salesperson. Pointing to these individuals, Bloomberg asked Garrison, "If you had to, would you rather do THAT or THAT?"

40. In or about February 1993, Bloomberg asked Garrison, in the presence of a male Company salesperson who knew Garrison's boyfriend, "You still dating your boyfriend? You giving him good blow jobs?"

41. In or about March 1993, Garrison presented the very impressive résumé of an older female candidate to Eccelston. His response was, "Come on. You know we don't hire senior citizens."

42. Upon information and belief, in or about the spring of 1993, at the review of a pregnant Company sales person, she received half of the compensation that she had customarily received over four years, despite good performance that year. When she

complained to Eccelston that she suspected discrimination based on her pregnancy, he denied it, offered her no explanation, took no action, and told her that she was "getting all worked up and emotional about it."

43. In the spring of 1993, McCool interviewed a friend of Garrison's, a Japanese female, for a sales job with the Company. Garrison asked how the interview had gone, and McCool only commented on her friend's "cute" appearance and slim figure. "Is she the typical submissive Japanese girl or what?" he asked. "I'd hire her if she would walk on my back once in a while." McCool never discussed with Garrison the candidate's business attributes or her actual chances for employment at the Company.

44. Upon information and belief, in or about July 1993, Bloomberg heard that a female Company sales person, who had just had a baby, was having difficulty finding a nanny. He yelled loudly at her, in the presence of a large group of employees, "It's a fucking baby! All it does is eat and shit! It doesn't know the difference between you and anyone else! All you need is some black who doesn't even have to speak English to rescue it from a burning building!" The sales person cried at hearing her employer say such things to her, in so public a manner.

45. Upon information and belief, in or about the summer of 1993, the younger sister of a female Company sales person applied to Bloomberg LP for a job. Eccelston told the applicant's sister, "She's not exactly like you. Even if she lost fifty pounds, she wouldn't look as good." Eccelston illustrated his point about the applicant's weight by puffing out his cheeks. The female sales person told Garrison how offended she was by this, and that she realized that the Company office was a "playground for male managers".

46. Upon information and belief, in or about December 1993, Bloomberg asked a female employee who had just gotten engaged, "Who is this stupid loser? He must be really stupid and desperate to marry you."

47. In February of 1994, Bloomberg saw Garrison's engagement ring and said, "What, is the guy dumb and blind? What the hell is he marrying you for?" A week later, in response to Garrison's having wished him a happy birthday, Bloomberg said, "Still engaged? What, is he THAT GOOD in bed, or did your father pay him off to get rid of you?"

48. In or about the spring of 1994, Garrison was having a business conversation with a male fellow employee. Bloomberg walked by, and interrupted their conversation in order to say, "That is one great piece of ass. You must be a great fuck." As he said this, Bloomberg was staring at the male employee's girlfriend -- who was also employed by the Company -- as she entered an elevator some distance away.

49. In or about the spring of 1994, Stewart Bell, the manager of Bloomberg LP's London office, said, "We just hired a really hot babe. GREAT legs!" At that point, Mr. Bell gestured with his hands to denote that the new employee had large breasts.

50. In the spring of 1994, in Garrison's presence, Bloomberg gestured to another female salesperson, who was a friend of Garrison's. "What do you think about THAT?" Bloomberg asked Eccelston. Bloomberg answered his own question by saying, "Great legs, but not my type." Then, referring to the female salesperson's thin, short-haired female assistant, Bloomberg said, "THAT one would be like fucking a guy."

51. In or about the spring of 1994, while a Company sales person was out on maternity leave, her sales territory was cut in half and given to a junior male sales person.

52. In or about the early summer of 1994, while another Company sales person was out on maternity leave, her sales territory was again cut in half and given to a junior male sales person.

53. In or about the summer of 1994, clients in Mexico were not getting good service due to poor telephone line connections. Bloomberg commented, "I don't give a shit about those Mexican jumping beans. They are all hung up about the Alamo anyway."

54. In July of 1994, referencing a specific outfit Garrison was wearing, Bloomberg said, "Don't like the dress. Your ass looks huge in it." Bloomberg had made this exact comment to Garrison on numerous occasions, throughout the term of her employment, whenever she was wearing a new outfit.

55. In July of 1994, Bloomberg saw Garrison return from lunch with a Tiffany shopping bag. "You ARE a real Jap!" he said to her.

56. In July of 1994, Curtis McCool, Garrison's immediate manager, said to her, "Come on, Sekiko. You and me at the Plaza [Hotel]. You don't know what you are missing. I'll show you a real man." He 'joked' that this imagined liaison would be his wedding gift to Garrison.

57. On August 26, 1994, Bloomberg monitored a meeting Garrison conducted for Embassy representatives from Japan. This meeting was held in a conference room, monitored by Bloomberg by remote video. Bloomberg was unhappy with this meeting, because Garrison had been unable to bring up Japanese screens, due to technical difficulties. When the meeting was over, Bloomberg asked Garrison, "You didn't care about those Japs anyway, did you?"

58. In late August 1994, one month after Garrison's marriage, Kevin Foley ("Foley"), Garrison's newly-appointed manager, cut her sales territory in half and gave it to a junior male sales person. When Garrison protested this reassignment on the basis that she was

a top producer, Foley said that "it was for the good of the team", and that Eccelston had approved it.

59. On September 8, 1994, a national Japanese television station sent a camera crew to the Bloomberg LP offices to do a segment on multimedia. Since Garrison was the only employee of Japanese descent in the New York headquarters, she was the spokesperson for the program. Garrison said to Bloomberg that, since she had done such a good job, the telephones were going to be ringing off the hooks with orders after the segment was broadcast nationally in Japan. Bloomberg replied that Japan was going to be "shocked" that she alone could "destroy centuries of Japanese culture". He repeated these words or their substance to Garrison numerous other times in 1994 and 1995.

60. Several times during the winter of 1994, Garrison heard McCool, Lewis and another male Company employee shouting, "There she is!" Garrison learned that they were spying with binoculars on a woman in an apartment across Park Avenue, who cleaned her windows while naked. The three men passed the binoculars and spoke loudly about the size of the woman's breasts and the color of her pubic hair. They repeated this behavior frequently.

61. On December 16, 1994, at a meeting with a manager at one of Garrison's large accounts, Foley used the word "fuck" repeatedly. For example, Foley described the Bloomberg system as "fucking amazing" as a replacement for their current E-mail system because they would not have to pay "a fucking dime" for it. Foley used that word as an adjective in nearly every sentence he spoke to people who worked for him, with other colleagues, with Eccelston, and even with some clients.

62. On December 16, 1994, before the Company Christmas party, Bloomberg directed Garrison's attention to a young female Company employee who had just changed into

a cocktail dress, as she exited the women's room. "If you looked like THAT," he said to Garrison, "I would do you in a second."

63. That same evening, a Company employee asked Bloomberg -- in Garrison's presence -- to state the secret of his success. Bloomberg said that "you have to be a billionaire to be a millionaire." The employee asked Bloomberg what more he could possibly want in his life, and Bloomberg referred to a tall, blonde, female Company employee standing nearby. "A piece of THAT, for starters," Bloomberg said, and walked away.

64. In 1994 through part of 1995, a male radio advertising sales person displayed sexually provocative posters of scantily clad women on the walls of his work area, in full view of other employees and clients. Garrison and other female personnel had to pass by this area on a daily basis, sometimes with clients. Garrison and other Company employees complained to Eccelston about the posters, but Eccelston laughed about her complaint and did nothing to remove the posters, which remained on display for months.

65. In or about January 1995, Jeff Cohen ("Cohen"), a sales manager, called Garrison on the phone and told her to type in a computer command to bring up an image on her Bloomberg LP system screen. It was a disturbing picture of mutilated or dead babies hanging upside down by their toes on a clothes line. Cohen thought the image -- which he identified as being from the cover of a rock music album -- funny. He explained that it was an internal screen which could only be accessed by employees, and which could not be printed.

66. In or about February 1995, Garrison referred Bloomberg to a list in *CRANE'S* Magazine of the top 100 Japanese banks. She told Bloomberg that she had successfully sold Bloomberg systems to every single bank on the list, and asked if he were proud of her. Instead of the positive response she expected, Bloomberg's only comment was, "Jeez . . . Centuries of

Japanese culture down the drain in one person," referring again to her aggressiveness in business.

67. Upon information and belief, in March 1995, the Company hired a new employee to fill the position of a female sales person who was out on maternity and disability leave. The sales person on leave called her manager to discuss her return date, and was informed for the first time that she had no position in sales.

68. Upon information and belief, in March 1995, upon hearing that a female Company sales person had become engaged, Bloomberg held out his hands at a relatively large distance from one another, and asked her, "What, is he THIS BIG that you have to have him every day?" After having said this, Bloomberg stomped away.

69. In April 1995, while standing near Garrison's desk, Eccelston, Foley and another manager discussed a female candidate that they had interviewed. They agreed that she had a "great résumé" but was "too ethnic looking" and "too bridge-and-tunnel looking" to be sent to high-profile, polished brokerage firms to interview.

70. In Spring 1995, a female Company sales person returned to work after a medical leave, and was, thereafter, demoted to receptionist.

71. In January 1996, a recently-married and newly-pregnant female Company sales person found that her territory had been cut by one-third. She was upset and said to Garrison, "I'm looking at a brick wall," and said that she was "getting railroaded" because of her marital status and pregnancy.

72. Upon information and belief, at a Company sales conference for clients in Toronto in September 1996, Bloomberg said, in the presence of Company salespeople and news reporters, "I would like nothing more in life than to have Sharon Stone sit on my face."

73. Upon information and belief, in June 1993, during a business trip to Chicago, Lewis questioned Mary Ann Olszewski ("Olszewski") about the type of underwear that she wore, and speculated that she did not wear any underwear at all.

74. Upon information and belief, during the same business trip, Lewis and other Company employees talked in Olszewski's presence about who among them would "get laid" first.

75. Upon information and belief, on June 11, 1993, during the same business trip, Lewis raped Olszewski.

76. Upon information and belief, thereafter, in or about September 1993, Bloomberg appointed Lewis manager of the Trading Systems sales team. By this appointment, Lewis became Olszewski's direct manager.

77. Upon information and belief, in February 1994, after having become Olszewski's direct manager, Lewis asked Olszewski whether she had revealed to anyone that he had raped her in Chicago, and pressured her not to do so.

78. Upon information and belief, from November 1993 until May 1995, Lewis continually pressured Olszewski to participate in social gatherings and drinking with him outside the office. This conduct occurred an average of once per week throughout the period, and sometimes several times per week. Olszewski repeatedly declined these invitations.

79. Upon information and belief, in August 1994, after a business meeting with a client, Lewis insisted that Olszewski go to a bar with him, and repeatedly probed into her personal life.

80. Upon information and belief, from the time that he became her manager until May 1995, Lewis continually made crude jokes and other statements which employed the word

"fuck", involved repeated and vulgar sexual references, and were demeaning towards women. Lewis made these jokes in the office, in the presence of Olszewski and others on her team.

81. Upon information and belief, Olszewski repeatedly told Lewis that she found his jokes and other statements offensive, and asked him to stop. In response, Lewis expressed his amusement that the conduct offended Olszewski, and continued it.

82. Upon information and belief, Bloomberg, through Eccelston, knew of Lewis' offensive jokes and other statements, but took no action to stop Lewis' behavior.

83. Upon information and belief, on several occasions in or about November 1994, Lewis sent a message to Olszewski's pager. When she called the telephone number indicated on her pager, it turned out to be the telephone number of a sex store called the Pink Pussy Cat. When Olszewski confronted Lewis and told him that she objected to this behavior, he laughed at her.

84. Upon information and belief, on one occasion, in or about May 1995, Lewis displayed a brochure of sex toys to Olszewski and others on her team, made sexually explicit comments regarding the toys, and invited Olszewski and others on the team to "try them".

85. Upon information and belief, from the time Olszewski was employed at Bloomberg LP until May 1995, Bloomberg repeatedly positioned himself so that he could peer up her skirt or dress whenever she stooped or bent down to pick up something from the floor, or when she reached to get something from an overhead shelf or cupboard. Bloomberg behaved similarly to plaintiff and other women throughout the term of plaintiff's employment. He would often ask other male employees to participate in this inappropriate behavior.

86. Plaintiff was the only sales person of Japanese national origin in the New York headquarters. In addition to being subjected to a hostile work environment by reason of her gender, plaintiff was frequently subjected to discriminatory comments regarding her national

origin, such as calling her a "Jap" and saying that she alone destroyed "centuries of Japanese culture" because of her aggressiveness in business.

87. In or about January 1992, after plaintiff had achieved exceptional sales results, she requested an extra cash bonus of \$5,000.00. Initially, the extra bonus was denied. When she protested, the extra bonus was given to her. However, she later learned that her grant of "equity certificates" in that year had been reduced by approximately \$20,000.00 without notice to her, in retaliation for her, a woman of Japanese ancestry, requesting an "extra" bonus. These certificates were never restored to her. This denial of equity certificates was another example of gender and national origin discrimination against plaintiff and of the defendants' retaliating against her for her refusal to suffer quietly that discrimination.

88. Plaintiff was the only senior female sales person in her group and was consistently excluded from male-oriented group business-related activities organized by Foley. Foley frequently took the male sales people out for drinks to sports bars, to sports events and other "male-oriented" activities, at which they discussed strategy and business. After Foley became plaintiff's manager, her sales territory, which she had built up over her entire career at Bloomberg LP, was cut in half and given to a junior male sales person, despite the fact that plaintiff was one of the top producers. In addition, one of her assistants was assigned away from plaintiff. The junior male sales person who was given a portion of plaintiff's sales territory -- and another male sales person -- openly made derogatory comments regarding Japanese people.

89. On April 11, 1995 at approximately 11:20 a.m., Bloomberg was having a photograph taken with two female Company salespeople and a group of N.Y.U. Business School students, in the company snack area. When Bloomberg noticed Garrison standing nearby, he asked, "Why didn't they ask you to be in the picture? I guess they saw your face." Continuing

his penchant for ridiculing recently married women in his employ, Bloomberg asked plaintiff, "How's married life? You *still* married?" Plaintiff responded that her marriage was great and was going to get better in a few months: that she was pregnant, and the baby was due the following September. He responded to her "Kill it!" Plaintiff asked Bloomberg to repeat himself, and again he said, "Kill it!" and muttered, "Great! Number 16!" suggesting to plaintiff his unhappiness that sixteen women in the Company had maternity-related status. Then he walked away.

90. Plaintiff understood the statements of Bloomberg to mean that she should have an abortion in order to keep her job. She was visibly distraught by these remarks. She immediately told several managerial people in the Company about the incident and the distress and feelings of illness it caused her. These managers told her to ignore the comment, forget it ever happened and not to act on her complaint. These managers reiterated threats of termination if plaintiff pressed the complaint.

91. Plaintiff returned to work on April 12, 1995 but she was too distraught and ill to remain there. On April 13, 1995, she called in sick. Thereafter, plaintiff's condition did not improve, and Bloomberg LP listed her as "out ill." She continued to receive her monthly pay by direct deposit for the months of April and May, 1995. The contents of her desk at work were emptied into several boxes but only one of the boxes was made available to her. Defendants retained her rolodex files with the names, addresses and telephone numbers of all of her business and personal acquaintances that she had before joining the Company, and her personal computer disks and other personal effects.

92. On June 30, 1995, plaintiff made a written demand on Bloomberg LP for continued sick pay as a result of the April 11, 1995 incident and for inception of maternity leave with pay as of September 15, 1995.

93. By letter dated July 10, 1995, plaintiff was advised by Bloomberg LP that her employment with the defendants was terminated effective May 31, 1995 and that, as of that date, she had been suspended from health and life insurance benefits without notice. Upon information and belief, Bloomberg directed that plaintiff's employment be terminated. Plaintiff was terminated by defendants because she was a pregnant Japanese woman who had previously complained, and otherwise expressed disgust and outrage, regarding the hostile and discriminatory work environment at Bloomberg LP. Her termination was improper because it constituted unlawful discrimination and unlawful retaliation against her for complaining about that discrimination.

94. Defendants did not pay plaintiff for the month of June 1995, and told her no further compensation would be paid. They also refused to pay her any maternity leave, did not pay her three weeks' accrued vacation pay, failed to pay her the value of her earned equity certificates, and failed and refused to process, or to reimburse her for, business expenses she had incurred before her termination.

COUNT I
(VIOLATION OF 42 U.S.C. §2000(e))

95. Plaintiff incorporates by reference paragraph 1 through 93 of this Complaint as if such paragraphs are fully restated herein.

96. During her employment with defendants, Garrison was subjected to illegal discrimination and a hostile working environment due to her gender and national origin, resulting, ultimately, in her termination.

97. Defendants' actions, as described herein, constitute violations of 42 U.S.C. §2000(e) *et seq.*, as amended, and have caused plaintiff to suffer damages, including, but not

limited to, loss of income, loss of benefits, damage to her business reputation and marketability, and emotional and physical injuries, pain and suffering.

WHEREFORE, Garrison demands judgment against defendant Bloomberg LP in the sum of not less than \$5,000,000.00 in compensatory damages, and \$300,000.00 in punitive damages, together with interest, the costs and disbursements of this action, including reasonable attorneys' fees, and such other and further relief as this Court deems just and proper.

COUNT II

(VIOLATION OF THE PREGNANCY DISCRIMINATION ACT, 42 U.S.C. §2000(e)(K))

98. Plaintiff incorporates by reference paragraph 1 through 96 of this Complaint as if such paragraphs are fully restated herein.

99. During her employment with defendants, Garrison was subjected to illegal discrimination due to her pregnancy, resulting, ultimately, in her termination.

100. Defendants' actions, as described herein, constitute violations of the Pregnancy Discrimination Act, 42 U.S.C. §2000(e)(K), and have caused plaintiff to suffer damages, including, but not limited to, loss of income, loss of benefits, damage to her business reputation and marketability, and emotional and physical injuries, pain and suffering.

WHEREFORE, Garrison demands judgment against defendant Bloomberg LP in the sum of not less than \$5,000,000.00 in compensatory damages, and \$300,000.00 in punitive damages, together with interest, the costs and disbursements of this action, including reasonable attorneys' fees, and such other and further relief as this Court deems just and proper.

COUNT III
(VIOLATION OF NEW YORK EXECUTIVE LAW §296(1)(a))

101. Plaintiff incorporates by reference paragraph 1 through 99 of this Complaint as if such paragraphs are fully restated herein.

102. Defendants actions as aforesaid constitute violations of New York Executive Law §296(1)(a) and have caused plaintiff to suffer damages, including, but not limited to, loss of past and future income and benefits, damage to her business reputation and marketability, and emotional and physical injuries, pain and suffering.

WHEREFORE, Garrison demands judgment against each defendant -- Bloomberg LP and Bloomberg -- in the sum of not less than \$5,000,000.00 in compensatory damages, together with interest, the costs and disbursements of this action, including reasonable attorneys' fees, and such other and further relief as this Court deems just and proper.

COUNT IV
(VIOLATION OF NEW YORK CITY ADMINISTRATIVE CODE 98-107 AND 8-502)

103. Plaintiff incorporates by reference paragraph 1 through 101 of this Complaint as if such paragraphs are fully restated herein.

104. Defendants actions as aforesaid constitute violations of New York City Administrative Code 98-107 and 8-502 *et seq.*, and have caused plaintiff to suffer damages, including, but not limited to, loss of past and future income and benefits, damage to her business reputation and marketability, and emotional and physical injuries, pain and suffering.

WHEREFORE, Garrison demands judgment against each defendant -- Bloomberg LP and Bloomberg -- in the sum of not less than \$5,000,000.00 in compensatory damages, and not less than \$10,000,000.00 in punitive damages, together with interest, the costs and

disbursements of this action, including reasonable attorneys' fees, and such other and further relief as this Court deems just and proper.

JURY DEMAND

105. Plaintiff hereby respectfully demands that this action be tried before a jury.

Dated: New York, New York
February 24, 1998

Yours, etc.



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